

REMARKS

Upon entry of the present amendment the Claims under consideration are Claims 7-11, 13, 15-25, 27 and 29-38. It is noted that the first Amendment After Final submitted by Applicants on 15 December 2003 was not entered. Claims 7 and 21 have been amended hereby. Claims 2-6, 14 and 26 have been canceled by the present amendment. It is respectfully requested that the present amendment be entered to simplify the issues on appeal. With reference to the Advisory Action of 08 January 2003, Applicants note that the present Amendment removes no limitations from the present Claims. Instead, Applicants have added limitations to further clarify in Independent Claims 7 and 21 that the second web of heat set crimped filaments has sufficient integrity to withstand high speed web transfer as taught at page 12, line 8 and page 20, line 9. No new matter has been added.

Applicants note that the Advisory Action of 08 January 2003 newly sets forth the position that “The claims as currently presented do not require that crimped layer either be formed directly on the first layer or that it be crimped directly on the first layer.” (Advisory Action, “Continuation of 5”).

Applicants are unsure why the term “directly” is necessary to the position of the Office at this time. Applicants note that the limitations of the preamble and body of Claim 7 limit the claimed method to the steps in the order stated.

Thus, according to the original Claim 7 (underling for emphasis):

7. (original) A method of making a lofty nonwoven fabric laminate in a single, in-line process, comprising steps in the order of:
 - a) depositing a first layer of filaments onto a wire;
 - b) bonding the first layer to an integrity sufficient to withstand

high speed web transfer;

c) depositing a second layer of crimped homofilament fibers connected to the first layer while the first layer remains on the wire;

d) traversing the second layer of crimped homofilament fibers through a flow of heated air at a temperature, flow rate, and traversal rate sufficient to set the crimps of the fibers without substantial melt bonding or relaxation of the fibers; and

e) bonding the heat set second layer and the first nonwoven layer in a manner having sufficient integrity to withstand high speed web transfer.

It is believed that the phrase “connected to” as taught by the specification at pages 18-20 makes it readily apparent that the first and second layers are required to be coextensive, whether there is an intervening fiber deposition/layer or not.

The Advisory Action goes on to state; “The claim then requires that the second layer be traversed through a flow of heated (sic) at a temperature flow rate and traversal rate sufficient to heat set the crimps of the fibers without substantial melt bonding or relaxation of the fibers. Again Kane teaches this step.” In this analysis, the Advisory Action has left out the critical limitation (as required by the order of the steps recited) that the heat setting occurs, according to Claim 7, while the first and second layers are connected.

Hence, the arguments of the previously presented Amendment After Final are valid, contrary to the assertion of the Advisory Action that: “The arguments rely on the unentered amendment.” (Advisory Action, “Continuation of 5”). Accordingly, the arguments of said amendment with respect to the failure of the Arnold et al. (U.S. 5,707,468) and Kane et al. (U.S. 4,359,445) references under 35 USC § 103 to teach the

claimed heat set crimped layer on a first nonwoven layer are incorporated herein by reference.

Applicant has further cancelled Claims 2-6 to simply the issues on appeal and cancelled Claims 14 and 26 as being redundant.

The Examiner is invited to call Applicant's undersigned attorney under the provisions of M.P.E.P. § 713 should the Examiner feel that any issues remain upon consideration of the present amendment.

Favorable consideration is requested.

Respectfully submitted,



Roland W. Norris
Reg. No. 32,799

Pauley Petersen Kinne & Erickson
2800 West Higgins Road
Suite 365
Hoffman Estates, Illinois 60195
(847) 490-1400
FAX (847) 490-1403